

MEMORANDUM OF AGREEMENT

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY  
("Laurentian University")

-and-

LAURENTIAN UNIVERSITY FACULTY ASSOCIATION ("LUFA")

RE: Georgian College grievance 2008-01 dated January 18, 2008

WHEREAS the Parties acknowledge that Laurentian University must maintain responsibility for the educational policy of Laurentian University pursuant to its powers under an Act to Incorporate Laurentian University of Sudbury, 1960 as amended;

AND WHEREAS the Parties agree and acknowledge that the Georgian College academic staff have taught Laurentian University courses at Georgian College, and can teach subject to clauses I through 4 below;

AND WHEREAS the Parties wish to ensure the furtherance of academic integrity;

The Parties representatives agree to unanimously recommend the following as full and final settlement of the above noted grievance and to continue the practice of teaching Laurentian University courses at Georgian College, on the following basis:

1. All academic staff teaching Laurentian University courses at Georgian College, regardless of who is the employer of record, as well as Laurentian University courses and programs offered at Georgian College, shall be governed by Laurentian University academic policies and procedures including, but not limited to, Senate academic planning, Senate-approved student course evaluations, Departmental participation, student appeals and hiring pursuant to legislation governing Laurentian University.

2. Notwithstanding the general application of Laurentian University hiring policies related to hiring its own academic staff, as recognized in clause 1 above, the hiring/assignment of academic staff paid by Georgian College to teach Laurentian University courses at Georgian College will be governed by Georgian College's hiring/assignment policies subject to the following:

- i) Laurentian University Departmental recommendations and
- ii) Laurentian University's right to a veto.

3. All academic staff teaching Laurentian University courses at Georgian College are protected by the academic freedom provisions of the Collective Agreement between LUFA and Laurentian University in matters arising from their participation in the Laurentian University programs at Georgian College.

4. It is agreed and understood that all academic staff teaching Laurentian University courses at Georgian College and paid by Georgian College are not members of the LUFA bargaining unit but will be invited to participate in discussions about curriculum in the Laurentian University programs at Georgian College, to be consulted about staffing decisions for the Laurentian University programs at the Georgian College and to take part, as appropriate, in discussions about research and intellectual matters.

5. In consideration of this agreement LUFA agrees to withdraw grievance 2008-01 dated January 18, 2008 and the grievance is hereby withdrawn on execution of this memorandum of agreement and ratification as set out in clause 8 below. By ratifying this memorandum of agreement the LUFA Board of Directors hereby authorizes and directs the withdrawal of the motion submitted to the Senate on or about November 24, 2009 regarding the subject matter of this memorandum of agreement.

6. The Parties admit to no liability related to this grievance and in fact any liability is denied.

7. Arbitrator Burkett shall remain seized of this matter regarding any issue(s) arising out of the interpretation, application or alleged breach of this memorandum of agreement.

8. This memorandum of agreement is subject to ratification by the LUFA Board of Directors.

DATED this  
22nd day of December, '2009.

James Ketchen  
President  
Laurentian University Faculty Association

John Isbister  
Acting Vice-President  
Academic and Provost  
Laurentian University of  
Sudbury

Linda St-Pierre  
Chief Steward  
Laurentian University Faculty Association

Sara Kunto  
Director of Academic Staff  
Relations  
Laurentian University of  
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